

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN

FILED - GR
November 9, 2021 1:54 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY:JMW SCANNED BY: *[Signature]* / 11/10/21

1:21-cv-955

Robert J. Jonker
Chief U.S. District Judge

RONNIE E. CARTER,
Plaintiff,

V

WESTSHORE ENGINEERING & SURVEYING et al., Mr. & Mrs. SCOTT & JALINE
TUCKER (H&M DEMOLITIONS COMPANY,
INC., et al.,)
Defendants.

_____ /

Now Comes RONNIE E. CARTER, Plaintiff. Plaintiff is suing for pain, suffering, emotional distress and legal blindness. Due to Chemical Exposure while working on a cleanup/ remediation Job at 306 Rath Street, Luddington, MI. Star Watch Case Company.

BACKGROUND

The above Listed defendants, Westshore Engineering/surveying and Scott & Jaline Tucker D.B.A. H&M Demolition were selected through a bid process by the City of Ludington, MI. To demo, supervise, test, and remediate the former Star Watch Case Company Property located at 306 Rath Street Ludington MI.

The City of Ludington chose these defendants to follow all state and Federal Laws, rules, guidelines and safety standards. They were required to be bonded and insured. It was their responsibility to test the air, water, and soil which they did and were familiar with all of the contaminants found at the site.

Defendants failed to inform their workers of the results of the testing, they also failed to provide their workers with proper PPE or training for the hazardous job site they would be working on. The defendants failed to provide workers with safety gear, masks, respirators, hazmat suits, PPE or safety training.

The city of Ludington was granted federal funds for this remediation of the star watch case company site. Defendants were required by law to follow all OSHA and U.S EPA guidelines. 1970 occupational safety and health act of OSHA/ 42 U.S.C 6903.

The plaintiff was injured while working as an equipment operator; he was operating an excavator on the Star Watch Case Company site breaking up concrete and wood flooring when the plaintiff broke through an undisclosed underground storage tank causing him to be splashed with the contents inside which happen to be chemicals/hazardous waste.

These chemicals entered his body through soft tissue skin Eyes Nose contaminating his body leading to skin sores, severe skin lesions headaches and

blindness. The plaintiff has lost all his livelihood and ability to provide for his family. He is now disabled and fully dependent on others.

SCOTT & JALINE

Scott and Jaline Tucker have since dissolved the company H & M demolition to avoid liability to Plaintiff and his claim.

Defendants breached their duty to protect workers from harm of hazardous waste exposure. they have not offered to assist plaintiff with his loss of his livelihood or disability evidence will show plaintiff was injured on the star watch case company site while working for defendant.

H & M demolition has a history of violating clean up laws and Scott Tucker has served prison time because of his negligence and cleaning up hazardous waste.

INSURANCE POLICIES

Both Westshore and H & M demolition have occurrence insurance coverage for their activities conducted on the star watch case company cleanup.

The city of Ludington has moved forward on behalf of the plaintiff and requested them to initiate a claim for plaintiffs injuries. they all have stated that the insured individual or company must be the one to do that . the city cannot initiate a claim because they are not the insured entity. The defendants are only able to make such a claim.

JURISDICTION

The plaintiff argues that this honorable court has jurisdiction to hear this complaint on the following grounds.

1915 (B)(i) the complainant is based on fact with evidence to support this claim of a constitutional violation, breach of duty by defendants to protect workers 1915 (ii) plaintiff States a fair and honest account of the actions that led to his disability stating a claim in which relief can be granted.

(iii) Defendants listed in this claim are not immune from prosecution. Plaintiff is entitled to redress.

Defendants violated the toxic substance control act (TSCA) of 1976 which allows for testing, regulation and screening for chemicals that pose health or environmental hazards and for implementation of cleanup procedures. 42 U.S.C 11001 (1986) Starwatch/Harbor front plaza was listed as EPA #MID 981089683.

Defendants were negligent in protecting the plaintiff from harm on this cleanup site. Defendants are in breach of their contract by not following all state and federal rules, regulations and cleanup laws. Plaintiffs constitutional rights were violated under federal law.

- Solid Waste Disposal Act 42 U.S.C 6901
- The Federal Water Pollution Control Act 33 U.S.C. 1251 et. seq.
- The Toxic Substances Control Act 15 U.S.C. 2601 et. seq.
- The Safe Water Drinking Act 42 U.S.C. 300 et seq.

The compensation and liability Act of 1980 42 U.S.C. 2369 (iii) (viii)

Fifth and Fourteenth Amendment to the Constitution of The United States of America due process.

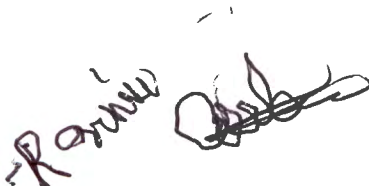
Equal protection 14th Amendment to the Constitution of the United States of America.

RELIEF REQUESTED

Plaintiff moves this Honorable court for a jury trial of his peers. Plaintiff will prove with his evidence/proofs that the above-listed defendants not only violated the plaintiffs constitutional rights, but also violated the OSHA safety rules and regulations and were in breach of their duty to protect workers from harm on a job site that they were in charge of managing.

Plaintiff ask this honorable Court to award \$350,000,000.00 350 million dollars to Plaintiff for the loss of his livelihood, pain, suffering and heartache. “Compensatory and punitive damages”.

November 2,2021

A handwritten signature in dark ink, appearing to read "Ronnie E. Carter", with a stylized flourish at the end.

Ronnie E. Carter

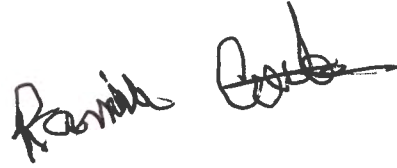
Plaintiff

CERTIFICATE OF SERVICE

I Ronnie E. Carter hereby certify that on November 3, 2021, a true and correct copy of the forgoing Motion and Brief in Support were served upon:

UNITED STATES DISTRICT COURT
For The Western District of Michigan

399 Federal Bldg
110 W Michigan St. NW
Grand Rapids, MI 49503

A handwritten signature in black ink, appearing to read "Ronnie Carter", written over a horizontal line.

Ronnie E. Carter

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118/21		11/8/21	11:18 AM		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355		11/8/21	11:18 AM		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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